

AGREEMENT BETWEEN
THE DEPARTMENT OF DEFENSE OF THE UNITED STATES OF AMERICA
AND
THE MINISTRY OF DEFENSE OF GEORGIA
CONCERNING
HEALTH CARE FOR MILITARY MEMBERS AND THEIR DEPENDENTS

The Department of Defense of the United States of America and the Ministry of Defense, of Georgia hereinafter referred to as "the Parties," desire effective cooperation;

Whereas, the laws and regulations of the United States provide that inpatient medical care in Department of Defense military treatment facilities in the United States may be furnished without cost to foreign force members and their accompanying dependents in the United States, if comparable care is made available to a comparable number of United States force members and their dependents in the country of the foreign force member;

Whereas, it has been determined that appropriate conditions exist to ensure that comparable care for comparable numbers of persons will be made available by each Party;

Considering the importance of establishing cooperative actions to make available medical attention under the principle of reciprocity;

The Parties agree as follows:

ARTICLE I
Objective

This agreement establishes a collaborative arrangement between the Parties to make available reciprocal inpatient medical treatment and other medical treatment for the Military members and their dependents of the Armed Forces of the United States of America and Georgia. Medical attention that is to be provided at the military treatment facilities in their respective territory shall be without charge.

ARTICLE II

Definitions

1. Dependents: The term "dependents" is defined as follows:
 - a. Spouse. A person who is the lawful wife or husband of a Military member of the United States or of Georgia.
 - b. Dependent child. A Military member's child who depends on the Military member for support, and who has not attained the age of 21, or if enrolled in a full-time course of study at an institution of higher learning, the age of 23.
2. Subsistence surcharge. A charge for meals consumed in the military treatment facilities of the Parties.

ARTICLE III

Scope

This agreement applies to Military members of the Armed Forces of the United States of America and Georgia, and their dependents, who are in each other's country at the official invitation of the receiving Government, or who are in each other's country as crew of a visiting military aircraft or Military vessel that lands at each other's airfields or docks in each other's ports on official Military business.

In addition to the dependents covered in the preceding paragraph, the accompanying dependents of a Military student or Military member participating in either the International Military Education and Training Program or the Counterterrorism Fellowship Program shall be covered (understanding that these two programs provide medical coverage for their respective students). If authorized accompanying dependents, proof of medical insurance for each authorized dependent must be provided.

Requirements for identification and proof of eligibility by persons requesting health care under this agreement shall be as prescribed by the Party furnishing the care.

ARTICLE IV

Representatives

In the implementation and administration of this agreement, the Representative of the Department of Defense of the United States shall be the Assistant Secretary of

Defense (Health Affairs), and the Representative of the Ministry of Defense of Georgia shall be the Deputy Chief of Joint Staff.

ARTICLE V
Medical Attention Available

1. The Department of Defense of the United States shall make available in its military treatment facilities in the United States of America:

a. For Georgian Military members covered by this agreement, outpatient and inpatient care in Department of Defense medical and dental treatment facilities, without charge (except for a subsistence surcharge, if applicable). Medications available at the military treatment facilities are available without charge.

b. For dependents accompanying those Military members:

- i. Outpatient and inpatient medical care in Department of Defense medical facilities, without charge (except for a subsistence surcharge, if applicable), and
- ii. Dental care in Department of Defense medical and dental facilities, without charge, to the same extent that such care is made available in Military facilities within the United States to dependents of United States Military members.

c. The Department of Defense shall ensure the Military members and their dependents receiving care in a Department of Defense military treatment facility shall receive a copy of the medical records regarding the care provided and any follow-on treatment plan for their personal medical records.

2. The Ministry of Defense of Georgia shall make available in their medical Military facilities in Georgia:

a. For United States Military members covered by this Agreement, outpatient and inpatient care in Ministry of Defense medical and dental treatment facilities, without charge (except for a subsistence surcharge, if applicable). Medications available at the Military treatment facilities are available without charge.

b. For dependents accompanying those Military members:

- i. Outpatient and inpatient medical care in Ministry of Defense medical facilities, without charge (except for a subsistence surcharge, if applicable), and

- ii. Dental care in Ministry of Defense medical and dental facilities, without charge, to the same extent that such care is made available in Military facilities within the United States to dependents of Georgian Military members.
- c. The Ministry of Defense shall ensure that United States Military members and their dependents receiving care in a Georgian military treatment facility shall receive a copy of the medical records regarding the care provided and any follow-on treatment plan for their personal medical records.

ARTICLE VI

Expenses

Each party shall pay the resulting expenses from the application of this agreement, subject to their respective laws and the availability of funds appropriated for these purposes.

ARTICLE VII

Dispute Resolution

Questions relating to interpretation of the provisions of this agreement, or implementation of this agreement, shall be referred for mutual resolution to the Representatives of the Parties.

ARTICLE VIII

Final Dispositions


This agreement shall enter into force upon the date of last signature and shall remain in force for three years, unless terminated by either Party by giving at least 90 days written notice to the other Party. It may be extended by mutual written agreement of the Parties.

This Agreement may be amended by mutual written agreement of the Parties.

This Agreement is in two originals in English and Georgian, being both texts equally authentic.

For the Department of Defense
of the United States of America

For the Ministry of Defense
of Georgia



S. Ward Casscells, MD
Assistant Secretary of Defense
(Health Affairs)



Deputy Chief of Joint Staff

Date:  _____

Date: 21 February, 2008